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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF THE APPLICATION OF  
QWEST CORPORATION AND MCLEODUSA  
TELECOMMUNICATIONS SERVICES, INC.  
FOR APPROVAL OF AMENDMENTS TO AN  
INTERCONNECTION AGREEMENT FOR  
THE STATE OF IDAHO PURSUANT TO 47  
U.S.C. § 252(e). (PRIOR CASE NO. QWE-T-  
00-7)

CASE NO. QWE-T-02-17

**QWEST'S REPLY COMMENTS IN  
SUPPORT OF APPLICATIONS FOR  
APPROVAL**

IN THE MATTER OF THE APPLICATION OF  
QWEST CORPORATION AND ESCOLON  
TELECOM, INC. FOR APPROVAL OF AN  
AMENDMENT TO AN INTERCONNECTION  
AGREEMENT FOR THE STATE OF IDAHO  
PURSUANT TO 47 U.S.C. § 252(e). (PRIOR  
CASE NO. QWE-T-00-13)

IN THE MATTER OF THE APPLICATION OF  
QWEST CORPORATION AND COVAD  
COMMUNICATIONS COMPANY FOR  
APPROVAL OF AMENDMENTS TO AN  
INTERCONNECTION AGREEMENT FOR  
THE STATE OF IDAHO PURSUANT TO 47  
U.S.C. § 252(e). (PRIOR CASE NO. USW-T-  
99-3)

Qwest Corporation (Qwest) files the following Reply Comments in support of the six Applications for Approval of Interconnection Agreements filed with the Commission on August 21, 2002, and the additional Application filed September 19, 2002.

### **BACKGROUND**

On August 21, 2002 Qwest filed six previously negotiated interconnection agreements, or amendments to interconnection agreements, (hereinafter collectively referred to as “agreements”) with this Commission approval. The three agreements with McLeodUSA Telecommunications Services, Inc. (“McLeod”), were filed in Case No. QWE-T-00-7, the two agreements with Covad Communications were filed in Case No. USW-T-99-3, and the remaining agreement with Eschelon Telecom, Inc. was filed in Case No. QWE-T-00-13. The Commission consolidated these Applications into the current docket.

On September 19, 2002, Qwest filed an additional amendment to its interconnection agreement with McLeod for approval in Case No. QWE-T-00-7. The Commission also ordered that consideration of that Application be consolidated into the current docket. By Order No. 29128 the Commission established a revised procedural schedule for consideration of all of the agreements.

Although no party filed for intervention in this consolidated docket, the Commission Staff and Joseph B. McNeal, d/b/a PageData (“PageData”) filed comments on the consolidated Qwest applications on October 25, 2002.

### **DISCUSSION**

The agreements for which Qwest is seeking approval in this consolidated docket are the product of voluntary negotiations and were submitted for approval pursuant to Section 252(e) of

the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (“the Act”).

The only question to be decided in this consolidated docket is whether the provisions of the subject agreements relating to services provided pursuant to Section 251(b) or (c) of the Act are to be approved under Section 252(e)(2). Section 252(e)(2) directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that the agreement is discriminatory, or is not consistent with the public interest, convenience and necessity. Qwest respectfully submits that there has been no showing that the subject agreements violate these standards.

The application of the foregoing standard to the agreements presented to this Commission does not require that the Commission reach a legal conclusion regarding when the Act makes the filing of an agreement necessary. Nor is this docket the appropriate forum to consider whether Qwest has violated Section 252 by not previously filing these or other agreements, or whether any party has been harmed by any such alleged violation.

#### **1. Reply to Staff Comments**

Staff concluded that the amendment to the McLeod agreement submitted on September 19, 2002 was “timely filed” and recommended that the Commission approve it. Qwest supports Staff’s conclusion and asks that the Commission approve that agreement.

With regard to the first six agreements that Qwest filed on August 21 of this year, Staff concluded that the majority of the terms contained in them were nondiscriminatory and in the public interest. Staff, however, found that the confidentiality language contained in some of these agreements was contrary to certain provisions of the Act. The fact that these agreements were filed with the Commission demonstrates that the parties no longer treat that provision as an

effective part of their agreement. Qwest has no objection to these agreements being approved without that provision.

Staff also objected to the provision in certain agreements that the CLEC withdraw its opposition to certain Qwest proceedings saying such provisions are not, in Staff's opinion, in the public interest. Qwest does not agree with Staff's analysis. Qwest believes that in disputed matters, withdrawal from the case may be a perfectly appropriate element of a settlement agreement. However in this case, Qwest is not seeking the Commission's approval of those withdrawal provisions<sup>1</sup> and has no objection to the Commission excluding such provisions from the scope of its approval of the agreements in this consolidated docket. Qwest supports the Staff's recommendation that the agreements be approved with the conditions Staff outlined.

## **2. Reply to PageData Comments**

In contrast with the Staff whose comments focus on the language of the agreements submitted and apply the relevant standards for approval, PageData seeks to turn the present docket into a forum for discussion of its unrelated grievances, many of which have previously been decided by this Commission. PageData's comments provide no meaningful input into the present case.

PageData's comments do not mention of the agreements that are the subject of this review other than to claim that these are not the only agreements that Qwest has not filed with this Commission. In support of the this irrelevant claim PageData attaches a Declaration of former AT&T witness, Kenneth L. Wilson. The Declaration was filed in the Federal Communications Commission (FCC) docket that is now considering Qwest's compliance with the requirements of Section 271 of the Act. Mr. Wilson's Declaration makes reference to a "matrix" that purports to list other "unfiled" agreements that, in his opinion, should have been

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<sup>1</sup>

The language for which Qwest is seeking approval is contained in brackets in the filed agreements.

submitted to the state commissions for review. However, PageData's comments, at least in so far as they were served on Qwest, do not actually contain the referenced matrix.

Qwest respectfully submits that PageData's effort to convince this Commission that other "unfiled agreements" should have been submitted for approval is irrelevant to the subject matter of this docket. Qwest has submitted these seven agreements and is seeking their approval. The possibility that others exist that have not been submitted does not affect whether the subject agreements meet the standards of Section 252(e)(2). Indeed PageData offers no suggestion that these agreements should not be approved. Qwest urges the Commission to direct its efforts in the current docket to the issues properly raised here and approve the seven agreements now pending before it.

By deciding to approve the subject agreements, the Commission in no way commits itself to a position on whether other agreements exist that should be submitted. Similarly by seeking to focus the Commission's attention on the issue at hand Qwest does not concede that PageData has raised issues that should be addressed by this Commission in other dockets. Certainly Qwest takes issue with the allegations contained in the PageData comments and the Wilson Declaration. In fact, for the Commission's information, Qwest has attached the Declaration of Larry B. Brotherson, together with a matrix responding to Mr. Wilson's allegations<sup>2</sup>, which were filed in the FCC Section 271 docket. As these documents make clear, Mr. Wilson's claim that numerous relevant interconnection agreements remain unfiled is simply not correct. Qwest also directs the Commission's attention to paragraph eighteen of the Brotherson Declaration, which specifically responds to certain allegations concerning unfiled agreements made by PageData in the FCC docket. Given the exposure that these issues have had at the FCC and previously at this

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<sup>2</sup> The Brotherson Declaration and the matrix are jointly attached as Attachment A to these Comments. In the Declaration, Mr. Brotherson refers to the matrix as "Exhibit B" to his Declaration.

Commission, it is apparent that the comments PageData filed in this docket offer no new information or evidence relevant to the approval of the subject agreements.

### **3. Approval Does Not Preclude Further Proceedings**

PageData's request that this Commission initiate an "Inexpensive Investigation" as outlined at pages four, five and six of its comments is utterly without foundation and unrelated to the Applications that are pending here. Staff has completed discovery in connection with the present case that was designed to determine whether other agreements exist that are relevant to the subject agreements. PageData's proposed investigation would only duplicate that effort and yield nothing that would assist this Commission in deciding whether these agreements should be approved.

Nevertheless, Qwest concedes that the Commission has been asked to consider whether further proceedings are required to determine if Qwest's alleged violation the requirement to file interconnection agreements warrants some further action on the part of the Commission. Qwest is prepared to debate those questions if they are properly raised in an appropriate proceeding. Whatever the outcome of such debate, however, it will not affect the approval of the subject agreements. To the extent the Commission is persuaded that there is need to determine if other agreements should be filed or other action is required, those questions should be addressed in a separate docket.

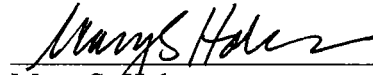
### **CONCLUSION**

Qwest has submitted seven agreements for approval. With the exception of certain limited provisions cited by Staff, no party has offered any evidence or opinion that approval of these agreements is not consistent with the Act. Qwest is willing to accept the conditional

approval of the agreements outlined in Staff's comments. No other issue remains for decision in this docket.

Respectfully submitted this 8<sup>th</sup> day of November, 2002.

**Qwest Corporation**

A handwritten signature in dark ink, appearing to read "Mary S. Hobson", is written over a horizontal line.

Mary S. Hobson  
Stoel Rives LLP

Attorneys for Qwest

## CERTIFICATE OF SERVICE

I hereby certify that on this 8<sup>th</sup> day of November, 2002, I served **QWEST'S REPLY**

### COMMENTS IN SUPPORT OF APPLICATIONS FOR APPROVAL as follows:

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Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
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Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, DC 20554

In the Matter of	)	
	)	
<b>Qwest Communications</b>	)	<b>WC Docket No. 02-148</b>
<b>International Inc.</b>	)	
	)	
Consolidated Application for Authority	)	
to Provide In-Region, InterLATA Services	)	
in Colorado, Idaho, Iowa, Nebraska	)	
and North Dakota	)	

**DECLARATION OF LARRY B. BROTHERSON**

1. My name is Larry Brotherson. I am employed by Qwest Corporation ("Qwest") as a director in the Wholesale Markets organization. My business address is 1801 California Street, Room 2440, Denver, Colorado, 80202.

2. I have two degrees: a Bachelor of Arts degree from Creighton University in 1970 and a Juris Doctorate degree from Creighton University in 1973. In 1979, I joined Northwestern Bell Telephone Company. I have held several assignments within Northwestern Bell, and later within Qwest, primarily within the Law Department. Over the past 20 years, I have been a state regulatory attorney in Iowa, a general litigation attorney, and a commercial attorney supporting several organizations within Qwest. My responsibilities have included evaluating and advising the company on legal issues, drafting contracts, and

addressing legal issues that arise in connection with specific products. With the passage of the Telecommunications Act of 1996 ("the Act"), I was assigned to be the attorney in support of the Interconnection Group. In that role, I was directly involved in working with competitive local exchange carriers ("CLECs") negotiating contract language implementing various sections of the Act. In 1999, I assumed my current duties as director of wholesale advocacy.

3. My current responsibilities include coordinating the witnesses for all interconnection arbitrations and for hearings related to disputes over interconnection issues. Additionally, I work with various groups within the Wholesale Markets organization of Qwest in connection with regulatory proceedings associated with interconnection service issues. I have previously submitted testimony in this proceeding that described Qwest's processes for reviewing agreements to determine whether they are subject to the Act's filing requirements and the broad standard Qwest adopted in response to the uncertainty and disputes regarding the scope of Section 252. My credentials are a matter of record in this docket. 1/

4. The purpose of this Declaration is to address the claim of Mr. Kenneth Wilson, speaking on behalf of AT&T, 2/ that Qwest has not filed with state

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1/ Declaration of Larry Brotherson, Qwest I Reply, Tab 12 ("Qwest I Brotherson Decl.")

2/ AT&T Qwest III Comments, Declaration of Kenneth Wilson, Tab B ("AT&T Qwest III Wilson Decl.")

utility commissions in the nine states at issue here all of its agreements with CLECs that contain currently effective ongoing obligations pertaining to services provided under Section 251(b) or (c). This is substantively the standard that the FCC recently announced in its Declaratory Ruling issued in response to Qwest's petition on the subject. *See Memorandum Opinion and Order*, WC Docket No. 02-89, FCC 02-276 (rel. Oct. 4, 2002) ("FCC Declaratory Ruling").

5. In fact, as discussed in detail below, all such agreements are filed and either approved or pending approval no later than November 20, 2002. With regard to the latter pending agreements, Qwest also has separately made them publicly available on its wholesale website. The provisions in those agreements setting forth currently effective on-going obligations under Section 251(b) or (c), therefore, are available for CLECs to request under the applicable policies of Section 252(i) even in advance of their formal approval. As I will discuss below, Qwest has not requested approval of contract provisions with CLECs that no longer are in effect.

6. First of all, I would note that Qwest has filed hundreds of interconnection agreements in its region since passage of the Telecommunications Act. Qwest also has a Statement of Generally Available Terms on file in each state pursuant to Section 252(f).

7. Second, as discussed in my previous Declaration, when issues were raised earlier this year regarding Qwest's compliance with Section 252 in connection with certain other contracts with CLECs, Qwest took several steps. It

brought the matter to the attention of the state utility commissions in its region. It filed a Petition for Declaratory Ruling with the FCC requesting clarification as to which contractual arrangements with CLECs required filing with and approval by state commissions. It instituted new procedures to review contracts with CLECs and ensure that all necessary contracts were filed. *See Qwest I Brotherson Decl.* at ¶¶ 7-8.

8. In particular, in May Qwest adopted a policy for evaluating whether new contracts with CLECs needed to be filed. Under that policy Qwest has been filing all new contracts, agreements, and letters of understanding negotiated with CLECs that create obligations in connection with Sections 251(b) or (c). This standard itself has been applied broadly to encompass all contractual matters except settlements of historical disputes, order forms, and agreements related to bankruptcy matters. Qwest is confident that all new contracts entered into with a CLEC since the spring have been filed if they meet this standard. Furthermore, because this company policy encompasses the new standard announced by the FCC in the recent Declaratory Ruling, all recent contracts meeting the FCC standard necessarily have been filed.

9. In addition, Qwest has filed all currently effective provisions in other previously unfiled contracts with CLECs insofar as such provisions involve ongoing obligations related to Sections 251(b) or (c). Qwest filed all relevant agreements in Iowa on July 29 and those agreements were approved on August 27. Similarly, Qwest filed relevant agreements in the other eight states on August 21

and 22. Qwest asked each state commission to approve the agreements such that, to the extent any active provisions of such agreements relate to Section 251(b) or (c), they are formally available to other CLECs under Section 252(i). In conformance with the structure of Section 252, including the state-specific approval process, opt-in opportunities will be provided on a state-specific basis under Section 252(i).

10. Some states already have approved the agreements filed in August, and the rest will do so on or before expiration of the 90-day review period specified in Section 252(e)(4). Qwest provided a report on the status of these filings with this Application. See Qwest III Addendum, Tab 13. An update of that summary is provided here as Exhibit A.

11. In addition to filing the agreements, Qwest posted them on its website and indicated that it would permit CLECs to request the currently effective provisions under opt-in policies applicable under Section 252(e) pending formal Commission action approving the agreements. 3/

12. As noted above, the standard Qwest used in August 2002 to determine which provisions of previously unfiled contracts to file and to make available on its website was whether the provisions create on-going obligations that

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3/ As Kenneth Wilson points out, Qwest's website contains twenty-six separate interconnection agreements, listed according to the states in which those agreements are in effect. Contrary to Mr. Wilson's insinuation, this organization is for the convenience of CLECs, so they may easily determine which agreements are available for the jurisdictions in which they operate, and was not intended to create the impression that Qwest has posted a greater number of agreements.

relate to Section 251(b) or (c) and have not been terminated or superseded by agreement, commission order, or otherwise. This standard encompasses the definition of “interconnection agreement” recently articulated in the FCC Declaratory Ruling. It follows that all Qwest agreements with CLECs meeting the FCC’s standard either are filed and approved, or filed with approval pending no later than November 19 or 20, 2002.

13. Mr. Wilson mistakenly asserts that, notwithstanding the above, some Qwest agreements with CLECs remain either unfiled or otherwise unavailable. However, Mr. Wilson does not take into account that the contracts to which he refers either actually have been filed for state commission approval, or they have expired, been terminated or been superseded by other agreements or Commission orders.

14. Attached to my declaration as Exhibit B is a modified version of Mr. Wilson’s matrix, demonstrating that Qwest has indeed filed under Section 252 each currently effective provision with an ongoing obligation related to Section 251(b) and (c) and that many of the agreements referenced by Mr. Wilson are no longer in effect. As with Mr. Wilson’s matrix, the first three columns show the name of the company with whom Qwest entered into the agreement, the date of the agreement, and the title of the agreement. The fourth column indicates in which of the relevant states the agreement was or is effective, and the fifth column indicates whether the agreement is currently posted on Qwest’s wholesale website. The sixth column states briefly the current status of any terms relating to Section 251(b) or (c)

services, that is, whether the terms have been filed for state commission approval or are no longer in effect. The final column explains in more detail the nature of the terms and their current status.

15. The matrix demonstrates that Qwest has not failed to file any agreement insofar as that agreement contains currently effective obligations related to Section 251(b) or (c). Individuals with extensive regulatory background and experience within Qwest relied on the recent FCC Order to support the conclusions in this matrix and verified the status of the terms.

16. Mr. Wilson points to the report of the staff of the Arizona Corporation Commission (“ACC Staff”) for its conclusion that twenty-eight previously unfiled agreements should have been filed pursuant to Section 252. However, Mr. Wilson overlooks the fact that some of the agreements identified by the ACC Staff are merely form contracts for services already provided for in approved interconnection agreements. These form contracts (for services such as signaling, call-related databases, directory assistance, and operator services) merely give effect to the terms in the filed agreements or the SGAT and are substantively identical for every CLEC. The FCC Declaratory Ruling confirmed that “forms completed by carriers to obtain service pursuant to terms and conditions set forth in an interconnection agreement” are not subject to Section 252(a)(1). *See* FCC Declaratory Ruling at ¶ 13.

17. AT&T also has suggested that Qwest may have oral agreements with CLECs that meet the requirements for filing under Section 252 announced in

the FCC's Declaratory Ruling. It is not Qwest's business policy or practice to address such interconnection matters other than through written contracts, and Qwest is not aware of any oral agreements that are in effect today that would come within the purview of Section 252's filing requirements.

18. PageData has claimed that Qwest failed to file contracts in Idaho as interconnection agreements although it submitted such contracts in Iowa. PageData references contracts with Arch Communications Group (a Confidential Billing Settlement Agreement with U S WEST Communications, Inc. executed June 16, 2000) and with Paging Network (a Confidential Billing Settlement Agreement with Qwest Corporation dated June 23, 2001). However, these contracts were submitted in Iowa because, to assure completeness in compliance with the terms of the relevant order of the Iowa Utilities Board, Qwest provided copies of agreements that had been superseded or terminated, as well as of settlement agreements with no ongoing effect. (The Iowa Board subsequently clarified that settlements of disputes that did not create ongoing obligations did not require filing, and the FCC Declaratory Ruling reaches the same result.) In contrast, Qwest has filed in Idaho only those agreements with currently effective terms creating an ongoing obligation under Section 251. Neither of the contracts referenced by PageData do so. In that regard, it should be noted that Paging Network operates entirely under the current interconnection agreement of its now-affiliate, Arch, and that Arch in turn operates pursuant to an interconnection agreement filed with the Idaho Commission on July 12, 2000 and approved on September 1, 2000.



19. For the state commissions' benefit, when Qwest submitted previously unfiled contracts with CLECs, it marked, highlighted or bracketed those terms and provisions in the agreements that Qwest believes relate to Section 251(b) or (c) services, and have not been terminated or superseded by agreement, commission order, or otherwise. Qwest believed this would reduce the confusion that could otherwise arise given that these contracts were not prepared as interconnection agreements, sometimes cover multiple subjects, and are of various ages.

20. Mr. Wilson complains that Qwest "selected the provisions that would be available without discussion with CLECs" and thereby did not disclose additional provisions and somehow undermined CLECs' opt-in rights. That is not correct. Although Qwest marked the effective provisions that it believed relate to Section 251(b) and (c), Qwest submitted the entire contracts to state commissions, which were, of course, free to disagree with Qwest's determinations. Furthermore, the going forward terms posted on Qwest's website are available to other CLECs under the same policies that apply under Section 252(i). The provisions that Qwest did not mark in its submissions to state commissions and did not post on its website were only those that are no longer in effect (because they have expired or been terminated or superseded) or in no way relate to Section 251(b) and (c). Such provisions would not be available for opt in pursuant to Section 252(i) in any event.

21. This concludes my Declaration.

**VERIFICATION**

I declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 2002.

\_\_\_\_\_  
Larry B. Brotherson

# Response to Matrix of Kenneth Wilson

October 22, 2002

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status

Allegiance	12/24/01	Confidential Billing Settlement	CO, WA	No	<b>Not in effect</b>	The terms concerning the rate for DS/O coordinated installation without testing were filed pursuant to Section 252 in an interconnection agreement amendment in Washington on 2/1/02 and approved on 2/27/02. The terms were filed for approval in Colorado on 3/26/02 and approved on 5/8/02. Moreover, the relevant rate was established by the 12/21/01 Colorado cost docket order (No. 99A-577-T) and subsequently reduced by the Commission on 4/17/02 (No. C-02-409). The new rate appears in Qwest's Colorado SGAT dated 8/12/02.
Alltel - Aliant Midwest	4/19/00	Confidential Billing Settlement Agreement	IA, NE	Yes	<b>Filed</b>	The bill and keep provision for all interconnection traffic was contained in interconnection agreement amendments filed with the Iowa Commission on 7/29/00 and the Nebraska Commission on 8/21/00.
Covad	4/19/00	Service Level Agreement Unbundled Loop Services	All, except ND	Yes	<b>Filed</b>	All terms have been filed for approval. This agreement was filed with the Iowa Commission on 3/11/02; with the Washington and Montana Commissions on 8/22/02; and with all other commissions in states in which Qwest has a Section 271 application pending on 8/21/02.
Electric Light Wave	12/30/99	Confidential Billing Settlement Agreement and Release	WA, ID, UT	No	<b>Not in effect</b>	Terms related to reciprocal compensation expired on 12/31/01. Factors related to reciprocal compensation expired and were superseded by a subsequent agreement.
Electric Light Wave	4/27/00	Confidential Billing Settlement Agreement	WA, ID, UT	No	<b>N/A</b>	This agreement was a settlement of a historical dispute. It contained no forward-looking terms and only backward-looking consideration.
Electric Light Wave	6/21/00	Amendment #1 to Confidential Settlement Agreement	WA, ID, UT	No	<b>Not in effect</b>	Matters related to interconnection rates and terms have expired by their terms and have been superseded as outlined in the 4/26/02 <i>Confidential Billing Settlement Agreement</i> described below in interconnection agreement amendments filed in Utah on 6/20/02 and

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status

						7/10/02, in Washington on 6/25/02 and 7/10/02, and in Idaho on 7/9/02.
Electric Light Wave	7/19/01	Binding Letter Agreement	WA, ID, UT	No	<b>Not in effect</b>	The terms of this agreement were incorporated and superseded by the 4/26/2002 <i>Confidential Billing Settlement</i> Agreement discussed below.
Electric Light Wave	4/26/02	Confidential Billing Settlement Agreement	WA, ID, UT	No	<b>Filed</b>	¶ 8 expressly states that the parties will file an interconnection agreement amendment in Utah and Washington (as well as Oregon) relating to the new agreement and incorporating the pricing appendices. This was done. An interconnection agreement amendment was filed on 7/10/02 with the Utah and Washington Commissions reflecting updated rates for interconnection and incorporating benchmark rates filed on 7/9/2002.
						¶ 11 contains an escalation process. This too was filed for approval with state commissions pursuant to Section 252. An interconnection agreement amendment was filed with the Idaho Commission on 7/09/02. An interconnection agreement containing escalation and dispute resolution terms was filed with the Utah Commission on 6/20/02 and approved on 8/13/02 to be effective 9/20/02. An interconnection agreement containing escalation and dispute resolution terms was filed with the Washington Commission on 6/25/02 and approved on 8/14/02.
						Those are the only going forward terms and conditions that relate Section 251(b) and (c).
Ernest Comm.	9/17/01	Confidential Settlement and	CO, WA	Yes	<b>Filed</b>	These terms related to UNE-P Payphone lines were filed in Colorado on 8/21/02 and in Washington on 8/22/02.

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status

		Agreement and Release				
Eschelon	2/28/00	Confidential/Trade Secret Stipulation and Agreement	CO, ID, UT, WA	No	<b>Filed; Not in effect</b>	<p>The Minnesota Commission identified the following provisions as relevant to § 251:</p> <p>¶ 7 relates to reciprocal compensation. This term was superseded by a bill and keep amendment executed July 31, 2001 and filed with the Colorado, Idaho, Utah, and Washington Commissions.</p> <p>¶ 10 relates to the suspension of termination liability assessments ("TLAs"). This issue was limited to Minnesota and was superseded by an Order from the Minnesota Commission relating to TLAs.</p> <p>¶¶ 11-12 relate to a dedicated provisioning team. These terms were superseded by the <i>Trial Agreement</i> dated 5/1/2000, which itself was terminated by parties 6/15/02.</p> <p>¶ 14 contains a dispute resolution clause. This term was superseded by the escalation process letter dated 11/15/00, which itself was terminated by the Settlement Agreement dated 3/1/2002 (at ¶ 3(b)(3)).</p>
Eschelon	5/1/00	Trial Agreement	CO, ID, UT, WA	No	<b>Not in effect</b>	<p>This agreement, including all provisions regarding an on-site provisioning team and ordering issues, terminated by its own terms May 1, 2001 – as Wilson agrees. However, this agreement was subsequently extended by the parties and ultimately terminated on June 15, 2002.</p>

<b>Company</b>	<b>Date</b>	<b>Agreement</b>	<b>Relevant State(s)</b>	<b>On Qwest Web Site</b>	<b>Status of terms related to § 251(b) and (c)</b>	<b>Description of Terms and Status</b>

Eschelon	11/15/00	Feature Letter from Qwest	CO, ID, UT, WA	No	<b>Not in effect</b>	As Wilson agrees, this agreement, including terms related to the pricing for UNE-E features and use of AIN based features, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(1)).
Eschelon	11/15/00	Letter from Qwest Regarding Daily Usage Information	CO, ID, UT, WA	No	<b>Not in effect</b>	As Wilson agrees, this agreement, including terms related to DUF issues, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(d)) and the completion of the transfer to a mechanized process.
Eschelon	11/15/00	Confidential Agreement	CO, ID, UT, WA	No	<b>Not in effect</b>	As Wilson agrees, this agreement, including terms related to escalation processes, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(4)).
Eschelon	11/15/00	Confidential Amendment to Confidential Trade Secret Stipulation	CO, ID, UT, WA	No	<b>Not in effect</b>	As Wilson agrees, this agreement, including terms related to DUF issues and a consulting arrangement, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(5)).
Eschelon	3/1/01	Settlement Agreement	CO, ID, UT, WA	Yes	N/A	This entry on Wilson's matrix appears to be a misprint. Qwest believes this to be a reference to the March 1, 2002 Settlement Agreement discussed below.
Eschelon	3/19/01	Confidential Second Amendment to Confidential Trade Secret Stipulation	CO, ID, UT, WA	No	<b>Not in effect</b>	¶¶ 1, 4, and 5 – by their express terms – are a resolution of historical disputes with only backward-looking compensation. ¶ 6 relates to the negotiation of an implementation plan, which was entered into July 31, 2001, but itself was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(8)).
Eschelon	7/3/01	Status of Switches Access Minute Reporting	CO, ID, UT, WA	No	<b>Not in effect</b>	As Wilson agrees, this agreement, including terms related to DUF issues, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(7)).
Eschelon	7/31/01	Implementation Plan	CO, ID, UT, WA	No	<b>Not in effect</b>	As Wilson agrees, this agreement, including terms related to escalation contact information and billing processes, was terminated by the March 1, 2002

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						Settlement Agreement (at ¶ 3(b)(8)).
Eschelon	2/22/02	Settlement Agreement Letter from Qwest	CO, ID, UT, WA	No	<b>Not in effect</b>	This is merely a proposal letter and not a final agreement. In any event, the terms of this letter were formalized and superseded by the March 1, 2002 Settlement Agreement discussed below.
Eschelon	3/1/02	Settlement Agreement	CO, ID, UT, WA	Yes	<b>Filed; Not in effect</b>	By its express terms, this agreement settled historical disputes between the parties.  ¶ 3(a) contains the consideration for the settlement.  ¶ 3(b) terminated pre-existing agreements as stated elsewhere in this matrix.  ¶ 3(c) contains an agreement to file an amendment to Eschelon's interconnection agreement relating to UNE-E. This amendment was filed for state commission approval in Colorado on 6/6/02, in Utah on 5/14/02, in Washington on 5/15/02, and in Idaho on 5/23/02.  ¶ 3(d) was terminated upon transition to a mechanized process, which has been fully completed.  ¶¶ 3(e) and 3(f) contain the only going-forward terms in the agreement. These provisions were filed with state commissions.  ¶ 3(g) concerns a transition to a mechanized billing process, which has been fully performed and completed. Finally, ¶ 3(h) (Eschelon's withdrawal of its escalation request) is not a going forward term.



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Fairpoint	9/4/01	Confidential Billing Settlement Agreement	WA	Yes	<b>Filed</b>	The escalation and dispute resolution procedures in ¶ 7 and Attachment A of this agreement were filed with the Washington Commission on 8/22/02. ¶ 6 is a settlement of a historical dispute with only backward-looking consideration. From the face of this document, it is evident there are no other going-forward terms.
Global Crossing	9/18/00	Settlement Agreement and Release	CO, WA	No	<b>Not in effect</b>	Provisions of this agreement reflecting terms and conditions of UNE combinations in Colorado and Washington were superseded by interconnection agreement amendments approved in Colorado on 12/17/00 and in Washington on 11/13/00.
						¶ 6(a) and (b) is a resolution of a past dispute with backward looking consideration.
						Other issues relating to UNE-P conversions have been fully executed and are superseded and reflected in ¶ 2 of the 7/13/01 <i>Confidential Billing Settlement Agreement</i> with Global Crossing discussed below.
Global Crossing	7/13/01	Confidential Billing Settlement Agreement	CO, NE, WA, UT	Yes	<b>Filed</b>	¶ 1 is a resolution of a historical dispute with backward-looking consideration.
						¶ 2 concerns conversion to UNE-P or EEL and is the only going-forward term in the agreement. This provision was filed with the Colorado and Washington Commissions in August 2002. Qwest also filed this provision in Nebraska and Utah in August of 2002 because of the existence of underlying interconnection agreements in those states.
GST	1/7/00	Confidential Billing Dispute Settlement	ID, WA	No	<b>Not in effect</b>	¶¶ 3.1, 3.2, and 3.3 concern the dismissal of pending proceedings and a settlement of a historical dispute for

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		Agreement and Release				backward-looking consideration.  Provisions related to reciprocal compensation expired by their own terms on 12/31/01. Provisions related to factors for reciprocal compensation expired by their own terms on 6/30/00.
MCI WorldCom	11/30/00	Settlement Agreement	CO, NE, WA, UT, IA	No	N/A	Any Section 251 issues addressed in this agreement were settlements of historical disputes with payment of backward-looking consideration.
MCI WorldCom	12/14/00	Confidential Billing Settlement Agreement	CO, NE, WA, UT, IA	No	Filed; Not in effect	<p>¶ 2(a) concerns either non-Section 251 toll matters or Section 251 matters that were superseded by the 6/29/01 <i>Confidential Billing Settlement Agreement</i>, and portions of which were filed with the applicable state commissions, and filed and approved interconnection agreement amendments, executed 6/29/01.</p> <p>All Section 251 issues in ¶ 2(b) were superseded by filed interconnection agreement amendments executed on 6/29/01.</p> <p>¶ 2(c) concerns local reciprocal compensation rate disputes and was superseded by the 6/29/01 <i>Confidential Billing Settlement Agreement</i> discussed below, portions of which were filed with the states and reflected in interconnection agreement amendments executed on 6/29/02 and filed with the applicable states.</p> <p>¶ 3 concerns the reservation of the parties' rights and the settlement of a historical dispute and was, in any event, superseded by a filed and approved interconnection agreement amendment related to reciprocal</p>

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						compensation.
MCI WorldCom	6/29/01	Business Escalation Agreement	CO, NE, WA, UT, IA	Yes	<b>Filed</b>	This agreement was filed with the Colorado, Nebraska, Utah, and Washington Commission in August 2002 and with the Iowa Commission on July 29, 2002.
MCI WorldCom	6/29/01	Confidential Billing Settlement Agreement	CO, NE, WA, UT, IA	Yes	<b>Filed; Not in effect</b>	<p>¶ 1 is a settlement of a historical dispute.</p> <p>¶ 2 relates to unbundled network element combinations and has been superseded by filed and approved interconnection agreement amendments. An amendment was executed on 9/27/01 and filed with the Utah Commission. An amendment to the MCI metro interconnection agreement was filed with the Colorado Commission on 9/21/01. An amendment was filed with the Washington Commission on 10/12/01. In Iowa and Nebraska, an amendment regarding unbundled network element combinations was not filed, because MCI opted into the AT&amp;T interconnection agreement.</p> <p>¶ 3 is a settlement of historical dispute and pending litigation.</p> <p>¶ 4 is also a settlement of a historical dispute with only backward-looking consideration</p> <p>The terms related to reciprocal compensation in ¶ 5 are included in the interconnection agreement amendments executed on 6/29/01 and filed in Colorado, Nebraska, Utah, Washington, and Iowa.</p> <p>¶ 6 is a settlement of historical dispute.</p>

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						The portions of ¶ 7 reflecting going forward terms for the calculation of a relative use factor have been filed with the applicable states. The remainder of ¶ 7 either involved the settlement of historical disputes or the carrier-specific percentage, which would not be applicable to other carriers because that percentage is based upon carrier-specific usage.
						¶ 8 has been filed in Colorado, Nebraska, Utah, Washington, and Iowa in July and August 2002. In addition, the business escalation agreement (above) also dated 6/29/01, which was also filed in the states of Colorado, Nebraska, Utah, Washington, and Iowa, reflects a dispute resolution process discussed in this ¶ 8.
McLeod	4/25/00	Confidential Settlement Document: US West/Qwest Merger	All	No	Not in effect	This was a proposal letter that was formalized and superseded in its entirety by the <i>Confidential Billing Settlement Agreement</i> with McLeod dated 4/28/00 (discussed below).
McLeod	4/28/00	Confidential Billing Settlement	All	Yes	Filed; Not in effect	¶¶ 1 and 2(a) resolve past disputes regarding merger proceedings, an FCC complaint relating to subscriber list information charges, and Centrex service agreements. These provisions resolve past disputes, and the subject matters of these issues do not relate to services provided under Section 251(b) or (c).  ¶ 2(b) addresses two matters. First it says that the disputed amounts incurred up to March 31, 2000 are resolved and released, and McLeod will dismiss its complaint pending before the FCC regarding subscriber line charges. Second, this paragraph says that, on a going forward basis, McLeod will pay the subscriber list

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						<p>information rates as stated in this paragraph, <i>or</i> such other final rates as may be established by any cost docket proceedings or rates that the parties may negotiate. Although appearing to be a “going-forward” term, this provision does not fall within the filing requirement for two reasons. First, subscriber list information rates are provided pursuant to Section 222(e) of the Act, not Section 251, and this paragraph simply re-states the same rates listed in the FCC’s order addressing subscriber list information under Section 222(e). Second, the express language of the provision requires the parties to use the rates set for each state through cost setting proceedings; thus the state commissions’ settings of these rates apply and supersede the specific rates stated in this provision.</p> <p>¶ 2(c) provides that the parties will amend their existing interconnection agreements to change their reciprocal compensation terms from a usage-based system to a “bill and keep” arrangement for local and internet-related traffic. The parties in fact amended their interconnection agreement as stated in this paragraph through an amendment filed with the applicable state commissions pursuant to Section 252(e). Amendments were filed with the following state commissions and subsequently approved: Colorado (approved 7/13/01); Idaho (approved 10/16/00); Iowa (approved 9/18/00); Montana (approved 4/30/01); North Dakota (approved 10/11/00); Nebraska (approved 9/29/00); Utah (approved 10/25/00); Washington (approved 12/13/00); and Wyoming (approved 6/21/01). Thus, ¶ 2(c) has</p>
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						<p>been superseded and does not represent an ongoing obligation. The remainder of this paragraph addresses contingencies related to the closure, or non-closure, of the Qwest/U S WEST merger. However, the merger has closed, and thus these remaining provisions do not obligate the parties today.</p> <p>Qwest has identified and bracketed ¶ 2(d) for review and approval by applicable state commissions, except for the language referencing April 30, 2000.</p> <p>The final substantive paragraph is 2(e), which addresses Centrex Service Agreements, a retail offering, not a wholesale service provided under Section 251.</p>
McLeod	5/1/00	Confidential Settlement Agreement	All	Yes	<b>Filed</b>	<p>¶ 1 resolves a pending complaint before the Colorado Commission involving a customer located in Greeley Colorado. It therefore reflects the settlement of an historical dispute and Section 252 does not require its filing for approval.</p>
McLeod	9/29/00	Confidential Amendment to Confidential Billing Settlement Agreement	All	No	N/A	<p>Indeed, the language of this contract suggests that it was intended to apply only to Colorado, but out of an abundance of caution, Qwest has provided the provisions containing more general language to other state commissions, in addition to Colorado, for their review and approval in August of 2002.</p> <p>¶¶ 1 and 2 settle historical disputes with only backward-looking consideration.</p>

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McLeod	10/26/00	Confidential Amendment to Confidential Billing Settlement Agreement	All	No	N/A	¶¶ 1 and 2 settle a historical dispute and amend the backward-looking consideration contained in the 9/29/00 <i>Confidential Amendment to Confidential Billing Settlement Agreement</i> discussed above.
McLeod	10/26/00	Purchase Agreement	All	No	N/A	Volume purchase commitments do not reflect new terms and conditions related to 251 services. In any event, this agreement was terminated by the parties on 9/16/02. To the extent the agreement was amended to include a discount provisions, as found by the Minnesota Commission, such amendment was also terminated by the parties on 9/16/02.
McLeod	10/26/00	Confidential Agreement	All	Yes	Filed	¶ 1 of this contract says, in short, that by November 15, 2000, the parties are to meet to discuss and thereafter develop an implementation plan to establish processes and procedures to implement the interconnection agreement. Further, the implementation plan is to be finalized by December 15, 2000.  In fact, the November 15 and December 15, 2000 dates passed, the parties did not establish an implementation plan, and there is no subsequent contract or documentation related to an implementation plan with McLeod. Further, to the best of Qwest's understanding, there are no previous unfilled agreements or contracts that address an implementation plan.  This provision was not identified and bracketed for state commission approval because it does not reflect an on-going, prospective term that creates any obligations to the parties today, because all of the conduct

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						contemplated by the provision would have been fully performed and completed by December 15, 2000.
McLeod	12/31/01	Confidential Billing Settlement Agreement (QC)	All	No	N/A	¶ 2 calls for quarterly meetings to resolve business issues and disputes, and ¶ 3 outlines procedures for the escalation of disputes. Qwest bracketed these paragraphs requesting applicable state commissions to approve them as amendments to the underlying interconnection agreement with McLeod and included them in its filings for approval in August 2002. ¶¶ 1 and 2 resolve and settle a past dispute and involve only backward-looking consideration.
NextLink	5/12/00	Confidential Billing Settlement	CO, UT, WA	No	<b>Not in effect</b>	¶ 1 resolves market expansion line charges, interim number portability, terminating switched access charges, and 800 number originating and terminating records through a settlement involving backward-looking consideration. Therefore, this provision is a settlement of a historical dispute and all conditions have been fully performed. ¶ 2, relating to reciprocal compensation, was superseded by interconnection agreement amendments executed by the parties in March 2002 and filed with and approved by the Washington, Utah, and Colorado Commissions. In ¶ 3, regarding end user customer billing disputes, the parties resolve a past billing dispute through backward-looking consideration. The parties agree that NextLink will comply with established processes and standards; therefore no new terms or conditions of Qwest's Section



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						<p>251 obligations are stated here.</p> <p>The first part of ¶ 4 is a settlement of a historical dispute regarding collocation and recurring and non-recurring charges. The second part of ¶ 4 addresses collocation terms for the state of Washington, and such terms were superseded by collocation orders and rates established by the Washington Commission (No. 003013 Part A Order (13<sup>th</sup> Supplemental Order), Jan. 31, 2001).</p> <p>¶ 5, relating to billing account numbers, is a settlement of a historical dispute.</p>
SBC	6/1/00	Letter regarding proposed settlement terms	CO, UT, WA	Yes	<b>Filed</b>	<p>The line sharing form attached to the SBC letter appears to have been a mistake in copying and stapling and not part of any contract with SBC. In any event, however, the line sharing form (unexecuted) is Qwest's "permanent line sharing agreement," and has been filed for state commission approval in Colorado, Idaho, Montana, and Wyoming.</p> <p>¶¶ 1 and 3 restate established pick and choose obligations under Section 252(i) and state commission rules or orders regarding opt-in rights and approvals of interconnection agreements. These paragraphs do not present any new terms or conditions under Section 251.</p> <p>¶ 2, relating to a particular DS3 facility, has been fully performed and does not reflect any current obligations.</p> <p>¶ 4 has been identified and filed for approval in the relevant states on August 21 and August 22, 2002, as</p>

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						Wilson admis.
Scindo	5/4/01	Confidential Settlement Agreement	CO	No	<b>Not in effect</b>	This agreement is terminated and has expired by virtue of Scindo's no longer being in existence. Accordingly, it does not contain any current obligations.
Scindo	8/10/01	Confidential Settlement Agreement	CO	No	<b>Not in effect</b>	This agreement is terminated and has expired by virtue of Scindo's no longer being in existence. Accordingly, it does not contain any current obligations.
Small CLECs	4/18/00	Confidential Stipulation for Toll Services and OSS	MN	No	<b>N/A</b>	This is a Minnesota only agreement and is the subject of proceedings before the Minnesota Commission. It does not involve services in any states that are the subject of this 271 filing and would not, in any event, be filed in any state other than Minnesota.
SunWest Communications	5/31/01	Settlement Agreement and Mutual Release	CO	Yes	<b>Filed</b>	¶¶ 1, 2, 3(a) and 3(b) reflect the resolution of historical disputes and payment of backward-looking consideration.
						¶ 3(b) references and incorporates interconnection agreements and tariffs approved and on file with the Colorado Commission and does not reflect any new terms or conditions under Section 251.
						The only going-forward or current obligations reflected in ¶ 3(c) have been identified and bracketed for approval with the Colorado Commission. Qwest filed such provisions for approval on or about August 22, 2002.
						¶ 4 reflects a dismissal of past claims.
SunWest Communications	1/18/02	Confidential Billing Settlement	CO	Yes	<b>Filed</b>	The remaining terms do not relate to Section 251. ¶¶ 1 and 2(a)-(d) reflect the resolution of historical disputes and payment of backward-looking

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		Agreement				consideration.
Time Warner Telecom of Colorado, LLC	3/14/02	Confidential Billing Settlement Agreement	CO	No	<b>Filed</b>	¶ 2(e) has been identified and filed with the Colorado Commission on or about August 22, 2002.  There are no other terms or conditions relating to Section 251 in this agreement.
XO	4/17/01	Amendment to Confidential Billing Settlement Agreement	CO, UT, WA	No	<b>Not in effect</b>	This agreement does not reflect any ongoing terms and was superseded by the 12/31/01 <i>Confidential Billing Settlement Agreement</i> discussed below.
XO	12/31/01	Confidential Billing Settlement Agreement	CO, UT, WA	Yes	<b>Filed</b>	¶ 1 is a settlement of historical disputes including disputes arising out of the 5/12/00 <i>Confidential Billing Settlement Agreement</i> with NexLink and 4/17/01 <i>Amendment to Confidential Billing Settlement Agreement</i> with XO discussed above.  ¶ 2(a) and (b) reflect backward-looking consideration to resolve those disputes.  ¶ 2(c) contains terms and conditions for reciprocal compensation that were superseded and governed by filed and approved amendments to ICAs. These amendments, reflecting terms and conditions for local and ISP-bound traffic, were executed by the parties in March 2002 and filed with and approved by the Washington, Utah, and Colorado Commissions.

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						<p>¶ 2(d) involves XO bills to QC for intrastate switched access, not a Section 251 ILEC obligation or service, and therefore does not involve the 252 filing requirement.</p> <p>¶ 2(e) relates to interstate tariffed services, not local Section 251 services.</p> <p>¶ 2(f) and (g) do not contain or concern terms related to Section 251.</p> <p>¶ 3's escalation procedures and Exhibit B to the agreement have been identified and filed for approval with the Colorado, Utah, and Washington Commissions, as Wilson agrees.</p> <p>The remainder of this agreement does not contain any ongoing terms related to Section 251.</p>
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